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EXAMINER

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GROUP 3600

**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 09/916,881
Filing Date: July 27, 2001
Appellant(s): WILCE ET AL.

Patrick J. Buckley
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed December 18, 2006 appealing from the
Office action mailed July 11, 2006.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The Examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

No amendments have been filed subsequent to the Final Office Action.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

Appellant incorrectly indicates claims 42-25 are rejected under 35 USC 102 as being anticipated by US Publication No. 2002/0188539 A1 (Axelrad). This specific rejection should refer to claims 42-45.

Other indications of claim rejections as set forth for Appellant are correct.

For clarification, Appellant correctly indicates that claims 16, 18 and 37-41 are rejected under 35 USC 103 as being anticipated by US Publication No. 2002/0178120 A1 (Reid). The final Office Action cites a 35 USC 102 heading, but the rejection is clearly a 103 rejection and the Examiner clarifies that in fact a 35 USC 103 rejection is correct and the 35 USC 102 heading is incorrect and a typographical error.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

US Publication No. 2002/0188539 A1 to Axelrad et al.

US Publication No. 2002/0178120 A1 to Reid et al.

US Publication No. 2002/0198833 A1 to Wohlstadter.

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claims 42-45 are rejected under 35 U.S.C. 102(e) as being anticipated by U.S. 2002/0188539 A1 to Axelrad et al (further referred to as Axelrad).

Regarding claim 42, Axelrad discloses an apparatus for facilitating definition of a transaction agreement associated with a plurality of different product types, comprising:

A processor (page 2, paragraph 0024-0025);

A storage device in communication with the processor and storing instructions adapted to be executed by the processor (Figure 12; page 1, paragraph 0008) to:

Automatically determine an agreement type based on the plurality of product types and a covered products matrix (page 5, paragraphs 0052-0054); and

Determine, in accordance with the agreement type, an agreement term between a party and a counter-party (page 5, paragraph 0054).

Regarding claim 43, Axelrad discloses the apparatus wherein the storage device further stores an agreement information database (page 1, paragraph 0008; page 2, paragraph 0025, Figure 12).

Regarding claim 44, Axelrad discloses the apparatus further comprising: a communication device coupled to the processor and adapted to communicate with at least one of: (i) a client device, (ii) an agreement modeling system controller, or (iii) a satellite system (page 1, paragraphs 0008-0010; page 2, paragraphs 0024-0026).

Regarding claim 45, Axelrad discloses a medium storing instructions adapted to be executed by a processor to perform a method of facilitating definition of a transaction agreement associated with a plurality of different product types (page 2, paragraph 0025), the method comprising:

Automatically determine an agreement type based on the plurality of product types and a covered products matrix (page 5, paragraphs 0052-0054); and

Determining, in accordance with the agreement type, an agreement term between a party and a counter-party (page 5, paragraph 0054).

Claims 1-3, 5-11 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. 2002/0188539 A1 to Axelrad et al (further referred to as Axelrad).

Regarding claim 1, Axelrad discloses a method for facilitating definition of a transaction agreement associated with a plurality of different product types (page 3, paragraphs 0030 and 0032), comprising:

Automatically determining an agreement type based on the plurality of product types and a covered products matrix, wherein the covered products matrix includes a plurality of covered product types (page 5, paragraphs 0052-0054); and

Determining, in accordance with the agreement type, an agreement term between a party and a counter-party (page 5, paragraph 0054).

Axelrad does not disclose for each product type, a plurality of transaction instruments. However, it would be obvious to one of ordinary skill in the art that as Axelrad discloses a plurality of covered product types, that the variety could include a variety of transaction instruments. Axelrad discloses where users select funds from fund firms, fund families within each fund firm, and specific funds within each fund family (page 3, paragraph 30), selected a fund family from all the fund families available (page 3, paragraph 32; page 5, paragraph 53), where the choices of funds to select from are presented on a web page (page 3, paragraph 35). While Axelrad specifically speaks to varieties and choices amongst equity funds, it would be obvious to one of ordinary skill in the art that the same process and method could be incorporate for any type of financial instruments in which users select from choices available for any variety offered by a sponsoring organization.

Art Unit: 3692

Regarding claim 2, Axelrad discloses the method wherein the covered products matrix is associated with at least one of: (i) a plurality of covered products types, or (ii) a plurality of transaction instruments (page 3, paragraphs 0030 and 0032; page 5, paragraph 0052).

Regarding claim 3, Axelrad discloses the method wherein at least one covered product type comprises: (i) an equity product, (ii) a stock product, (iii) an index product, (iv) a fixed income product, (v) a bond product, (vi) a bank loan product, (vii) a whole loan product, (viii) an interest rate product, (ix) a credit derivative product, (x) a commodity product, (xi) a metal product, (xii) an energy product, or (xiii) an agricultural product (page 2, paragraphs 0025- 0029, page 3, paragraphs 0030 and 0032; page 5, paragraph 0052).

Regarding claim 5, Axelrad discloses the method wherein the covered products matrix further includes at least one of: (i) an indication of approval, (ii) an indication of disapproval, (iii) an indication of a pending status, (iv) compliance authorization information, (v) default information, (vi) party information, (vii) counter-party information, (viii) legal information, (ix) master agreement information, or (x) credit information (page 5, paragraphs 0052 and 0054).

Regarding claim 6, Axelrad discloses the method wherein the transaction agreement is associated with at least one of: (i) a set of rights between the party and

Art Unit: 3692

the counter-party, or (ii) a legal contract (page 2, paragraph 0026; page 5, paragraph 0054).

Regarding claim 7, Axelrad discloses the method wherein the agreement type is associated with at least one of: (i) a set of rights between the party and the counter-party, (ii) a legal contract, (iii) a product type, (iv) a monetary amount, (v) a transaction instrument, (vi) the party, or (vii) the counter-party (page 2, paragraph 0026; page 5, paragraph 0054).

Regarding claim 8, Axelrad discloses the method wherein the agreement term is associated with at least one of: (i) a set of rights between the party and the counter-party, (ii) a legal contract, (iii) a product type, (iv) a monetary amount, (v) a transaction instrument, (vi) the party, or (vii) the counter-party (page 2, paragraph 0026; page 5, paragraph 0054).

Regarding claim 9, Axelrad discloses the method wherein determining an agreement type comprises:

Determining a general document type (page 5, paragraph 0053); and

Determining a refinement to the general document type (page 5, paragraph 0054).

Art Unit: 3692

Regarding claim 10, Axelrad discloses the method wherein said automatically determining the agreement term comprises defining the agreement term based on a pre-stored default transaction term (page 5, paragraphs 0052-0054).

Regarding claim 11, Axelrad discloses the method wherein automatically determining the agreement term comprises defining the agreement term based on information received from a user of an agreement modeling system (page 5, paragraphs 0052-0054).

Regarding claim 15, Axelrad discloses the method wherein automatically determining the agreement term comprises automatically determining the agreement term based on the plurality of product types (page 1, paragraphs 0008 and 0010; page 3, paragraphs 0032 and 0035; page 5, paragraph 0052 and 0054).

Claims 16, 18 and 37-41 are rejected under 35 U.S.C. 103(a) as being anticipated by US 2002/0178120 A1 to Reid et al. (further referred to as Reid).

Regarding claim 16, Reid discloses a method for facilitating definition of a transaction agreement (page 2, paragraph 24), comprising

Determining an agreement type (page 2, paragraph 26);

Determining an agreement term (page 2, paragraph 26);

Generating an indication based on an evaluation of the agreement type and the agreement term (page 2, paragraph 26; page 3, paragraphs 28, 35 and 37).

Reid does not specifically disclose a plurality of different financial product types and evaluating the agreement type and the agreement term based on the plurality of financial product types and a covered financial products matrix. However, Reid discloses where the contract agreement system can be used for all types of goods and services (page 2, paragraph 24) and where a plurality of choices may be presented through sub-divisions of fields through drop down lists (page 3, paragraph 27). It would be obvious to one of ordinary skill in the art to include the use of a variety of financial products as among the types of goods and services as disclosed by Reid as financial products are desired to be bought, sold and traded and agreement contracts are required for such a transaction.

Regarding claim 18, Reid discloses the method wherein the indication is provided to at least one of: (i) a user of an agreement modeling system, and (ii) a satellite system (page 2, paragraphs 24 and 26).

Regarding claim 37, Reid discloses the method wherein the transaction agreement is associated with at least one of: (i) a risk management transaction, (ii) an over the counter product, (iii) an equity derivative, (iv) a commodity transaction, (v) an electricity transaction, (vi) a foreign exchange transaction, (vii) a currency option, (viii) a bond option, (ix) a synthetic agreement for forward exchange, (x) a reciprocal purchase

Art Unit: 3692

agreement, (xi) an interest rate swap, (xii) an interest rate cap, (xiii) an interest rate collar, (xiv) an interest rate floor, (xv) a forward rate agreement, (xvi) a forward rate bill agreement, or (xvii) an option to enter into an underlying interest rate swap transaction (page 2, paragraph 0024 where Reid discloses applicability to all goods and services and product sales agreements).

Regarding claim 38, Reid discloses the method wherein the transaction agreement comprises at least one of: (i) an INTERNATIONAL SWAP DEALERS ASSOCIATION ® agreement, (ii) a foreign exchange & options master agreement, (iii) an agreement associated with one or more currencies, or (iv) an agreement associated with one or more jurisdiction (page 4, paragraph 0040).

Regarding claim 39, Reid discloses the method wherein the transaction agreement includes at least one of: (i) date information, (ii) agreement interpretation information, (iii) obligation information, (iv) representation information, (v) sub-agreement information, (vi) default event information, (vii) termination event information, (viii) transfer information, (ix) expenses information, (x) notice information, (xi) governing law information, (xii) definition information, a master agreement, (xiii) a schedule to a master agreement, or (xiv) at least one addenda to a master agreement (page 1, paragraph 0005; page 2, paragraph 0026; page 3, paragraph 0028, 0030 and 0035).

Regarding claim 40, Reid discloses the method wherein the transaction agreement is associated with at least one agreement fact, and further wherein the at least one agreement fact comprises at least one of: (i) a party identifier, (ii) a counter-party identifier, (iii) an agreement identifier, (iv) a name, (v) address information, (vi) contact information, (vii) an effective date, (viii) an expiration date, (ix) an area of origin, (x) an indication of governing law, (xi) an area of organization, (xii) a standard classification code, (xiii) a functional business area, or (xiv) beneficial ownership information (page 1, paragraph 0005 and 0006; page 2, paragraph 0026; page 3, paragraph 0035).

Regarding claim 41, Reid discloses the method wherein the at least one agreement fact is associated with at least one of: (i) a data type, (ii) a data source, (iii) a security class, or (iv) an attribute (page 1, paragraph 0006; page 2, paragraph 0026; page 3, paragraph 0027).

Claims 4, 12 and 13 are rejected under 35 U.S.C. 103(a) as being unpatentable over Axelrad, and further in view of US 2002/0198833 A1 to Wohlstadter (further referred to as Wohlstadter).

Regarding claim 4, Axelrad does not disclose the method wherein at least one transaction instrument comprises: (i) a swap instrument, (ii) an option instrument, (iii) a buy instrument, (iv) a sell instrument, (v) a call instrument, (vi) a put instrument, (vii) a

forward instrument, (viii) a pre-paid forward instrument, (ix) a spot instrument, (x) a repurchase agreement instrument, (xi) a loan instrument, (xii) a warrant instrument, or (xiii) a contract for differences instrument.

However, Wohlstadter discloses the method wherein at least one transaction instrument comprises: (i) a swap instrument, (ii) an option instrument, (iii) a buy instrument, (iv) a sell instrument, (v) a call instrument, (vi) a put instrument, (vii) a forward instrument, (viii) a pre-paid forward instrument, (ix) a spot instrument, (x) a repurchase agreement instrument, (xi) a loan instrument, (xii) a warrant instrument, and (xiii) a contract for differences instrument (page 1, paragraphs 0003 and 0005).

It would be obvious to one of ordinary skill in the art to combine the transaction instruments as disclosed by Wohlstadter with the financial agreement system as disclosed by Axelrad. The motivation would be that financial agreements would be of a nature to be bought, sold, traded, etc. such that the impetus for developing an agreement would be to facilitate such a transaction.

Regarding claim 12, Axelrad does not disclose the method wherein automatically determining the agreement term comprises defining the agreement term based on information received from a satellite system. However, Wohlstadter discloses the method wherein automatically determining the agreement term comprises defining the agreement term based on information received from a satellite system (page 10, paragraph 0104). It would be obvious to one of ordinary skill in the art to combine the use of a satellite system for receiving information as disclosed by Wohlstadter with the

Art Unit: 3692

financial agreement system as disclosed by Axelrad. The motivation would be that a satellite is one of many well known means by which information is communicated among parties in a wireless system.

Regarding claim 13, Axelrad does not disclose the method wherein the satellite system comprises at least one of: (i) a business system, (ii) a legal system, (iii) a compliance system, (iv) a credit system, (v) a treasury system, or (vi) an operations system. However, Wohlstadter discloses the method wherein the satellite system comprises at least one of: (i) a business system, (ii) a legal system, (iii) a compliance system, (iv) a credit system, (v) a treasury system, or (vi) an operations system (page 10, paragraphs 0104-0108). It would be obvious to one of ordinary skill in the art to combine the implementation of various systems as disclosed by Wohlstadter with the financial agreement system as disclosed by Axelrad. The motivation would be the computer would be set up to run various programs within the general fields of business, legal, etc. in order to process the information received within a framework of generating agreements.

(10) Response to Argument

The Appellant's arguments have been considered but are not persuasive.

Regarding claims 42-45, Appellant argues that Axelrad does not disclose a covered products matrix. Examiner has specifically cited paragraphs 52-54 in Axelrad in the Final Office Action. Paragraphs 52-54 of Axelrad disclose the automatic

Art Unit: 3692

generation of an agreement based on the presentation of investment options and related questions for investors interested in an agreement. Examiner argues that the presentation of a fund family from which an interested client may select from a variety of products constitutes a covered products matrix. Axelrad provides the structure for this presentation in paragraph 35 where he discloses presenting a web page that lists all fund families available to the user. Again, Examiner argues that the providing of a list of available products constitutes a covered products matrix, where a matrix is broadly interpreted to be an arrangement of rows of columns, and the presentation of a list would be known to include rows and columns in which the products are introduced to an interested client where rows would include products available and columns would include formal product name, abbreviated name, description, pricing, years since conception, etc.

Regarding claims 1-3, 5-11 and 15, Appellant argues that Axelrad fails to disclose, from claim 1, "automatically determining an agreement type based on the plurality of product types and a covered products matrix, wherein the covered products matrix includes a plurality of covered product types and, for each covered product type, a plurality of transaction instruments" and further "determining, in accordance with the agreement type, an agreement term between a party and counter-party." Examiner maintains the statement of obviousness as set forth in the Final Office Action, and as stated in the Appeal Brief filing that "it would have been obvious...that as Axelrad discloses a plurality of covered product types, that the variety could include a variety of transaction instruments. Axelrad discloses where users select fund from fund firms,

Art Unit: 3692

fund families within each fund firm, and specific funds within each fund family...[I]t would be obvious...that the same process and method could be incorporate[d] for any type of financial instruments in which users select from choices available for any variety offered by a sponsoring organization." Examiner argues that a prima facie case of obviousness has been presented in regards to the obviousness of this rejection. The reference teaches an agreement generator engine presents a matrix of available products, and that while the present reference focuses on equities and variations of equities, the claimed invention does not exclude equities and the argument as presented for the obviousness of a plurality of transaction instruments has been established in the offering of a variety of products, where the variety could be a variety of transaction instruments in the same manner as a variety of products. The presenting of available products from a matrix as claimed and disclosed by Axelrad for the development of an agreement using an agreement engine as claimed and disclosed by Axelrad using the web page makes obvious the various combinations of products and/or transaction instruments in order to generate the agreements surrounding such investments.

Regarding claims 16, 18 and 37-41, Appellant argues the 35 USC 103 rejection regarding the disclosure of a plurality of different financial product types or evaluating the agreement type and the agreement term based on the product types and covered financial products matrix. As disclosed in the above rejection section, Reid discloses a method for facilitating definition of a transaction agreement, determining an agreement type and term and generating an indication based on an evaluation of the agreement

Art Unit: 3692

type and the agreement term. While Reid does not specifically disclose a plurality of different financial product types and evaluating the agreement type and the agreement term based on the plurality of financial product types and a covered financial products matrix, Reid discloses where the contract agreement system can be used for all types of goods and services and where a plurality of choices may be presented through subdivisions of fields through drop down lists. It would be obvious to one of ordinary skill in the art to include the use of a variety of financial products as among the types of goods and services as disclosed by Reid as financial products are desired to be bought, sold and traded and agreement contracts are required for such a transaction and Reid discloses where the obligation types can be financial in nature. Examiner believes that a proper case has been set forth for which one of ordinary skill in the art would be motivated to modify the reference as cited. Reid discloses the generation of agreement documents involving financial products, agreement types and agreement terms. The argument regarding a covered financial products matrix again is argued in terms of the presentation of choices on a web page in which the presentation of such choices results in a matrix where a matrix is defined as a series of rows and columns. Reid employs the use of such organized data as shown in paragraph 5, as well as such Figures as 7-8 and 11.

Regarding claims 4, 12 and 13, Appellant argues that these claims depend from claim 1 and should be allowable for at least the reasons set forth above. Examiner cites that the arguments as presented for the claim 1 rejection therefore apply to the dependent claims therefrom.

Art Unit: 3692

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interference section of this Examiner's Answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,



Jennifer Liversedge

Examiner, Art Unit 3692

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